

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BOARD OF TRUSTEES OF THE LOCAL)	
UNION NO. 422 U.A. OF JOLIET,)	
ILLINOIS PENSION FUND AND)	
BOARD OF TRUSTEES OF THE LOCAL)	Case No.: 07 C 6175
UNION NO. 422 U.A. OF JOLIET,)	
ILLINOIS WELFARE FUND,)	
)	Honorable Judge Castillo
Plaintiffs,)	
)	
BEAVER PLUMBING SERVICES, INC.,)	Magistrate Judge Nolan
an Illinois corporation,)	
)	
Defendant.)	

DEFENDANT’S ANSWER TO PLAINTIFFS’ COMPLAINT

Defendant, BEAVER PLUMBING SERVICES, INC., an Illinois corporation, by its attorneys, Allocco & Miller, P.C., answers Plaintiffs’ Complaint as follows:

1. (a) Jurisdiction of this cause is based on Section 301 of the National Labor Relations Act, 29 U.S.C. Section 185 (a) as amended.

ANSWER: Defendant admits the allegations in Paragraph 1(a).

(b) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Security Act of 1974, 29 U.S.C. Section 1132, 1145 (“ERISA”), as amended.

ANSWER: Defendant admits the allegations in Paragraph 1(b).

2. Venue is founded pursuant to 29 U.S.C. Section 1132 (e)(2) in this District where the Funds, as described in Paragraph 3, are administered.

ANSWER: Defendant admits the allegations in Paragraph 2.

3. (a) The Plaintiffs in this count are BOARD OF TRUSTEES OF THE LOCAL UNION NO. 422 U.A. OF JOLIET, ILLINOIS PENSION FUND AND BOARD OF TRUSTEES LOCAL UNION NO. 422 U.A. OF JOLIET, ILLINOIS WELFARE FUND, (“the Funds”) and have standing to sue pursuant to 29 U.S.C. Section 1132 (d)(1).

ANSWER: Defendant admits the allegations in Paragraph 3(a).

(b) The Funds have been established pursuant to collective bargaining agreements previously entered into between the Plumbers & Pipefitters Local 422 and its affiliated local (the “Union”) and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

ANSWER: Defendant admits the allegations in Paragraph 3(b).

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

ANSWER: Defendant admits the allegations in Paragraph 3(c).

4. (a) Defendant, Beaver Plumbing Services, Inc. (“BEAVER”) is an Illinois corporation and is an employer engaged in an industry affecting commerce.

ANSWER: Defendant admits the allegations in Paragraph 4(a).

5. Since on or about August 19, 2005, BEAVER has entered into successive collective bargaining agreements with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees. (Exhibit “A”)

ANSWER: Defendant admits the allegations in Paragraph 5.

6. By virtue of certain provisions contained in the collective bargaining agreements, BEAVER is bound by the Trust Agreement establishing the Funds.

ANSWER: Defendant admits the allegations in Paragraph 6.

7. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, BEAVER is required to make contributions to the Funds on behalf of their employees and, when given reasonable notice by Plaintiffs or their representatives, to submit all necessary books and records to Plaintiff's accountant for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

ANSWER: Defendant admits the allegations in Paragraph 7.

8. Since August 19, 2005, BEAVER has admitted, acknowledged and ratified the collective bargaining agreements entered into with the Union by filing periodic report forms with the Funds and by making some but not all of the periodic payments to the Funds as required by the collective bargaining agreements.

ANSWER: Defendant admits that since August 19, 2005 it has admitted, acknowledged and ratified the collective bargaining agreements entered into with the Union by filing report forms with the Funds. Defendant denies all the other allegations in Paragraph 8.

9. Plaintiffs are advised and believe that for August 19, 2005 to the present, BEAVER has failed to make some of the contributions from time to time required to be paid by it to the Funds pursuant to the terms of the Trust Agreements by which it is

bound, all in violation of its contractual obligations and its obligations under applicable state and federal statutes.

ANSWER: Defendant denies the allegations in Paragraph 9.

BEAVER PLUMBING SERVICES, INC.

s/ Kathleen M. Cahill

One of Defendant's Attorneys

Todd A. Miller
Kathleen M. Cahill
Allocco & Miller, P.C.
3409 North Paulina Street
Chicago, Illinois 60657
(773) 868-4841

CERTIFICATE OF SERVICE

The undersigned, an attorney of record, hereby certifies that she electronically filed the attached, Answer to Plaintiffs' Complaint, with the Clerk of the Court using the CM/ECF system on or before the hour of 5:00 p.m. this 28th day of November, 2007, which will send notice of such filings to the following:

Ross B. Mantell
Arnold and Kadjan
19 West Jackson Boulevard
Chicago, Illinois 60604
(312) 236-0415

s/ Kathleen M. Cahill

One of Defendant's Attorneys

Todd A. Miller
Kathleen M. Cahill
Allocco & Miller, P.C.
3409 North Paulina Street
Chicago, Illinois 60657
(773) 868-4841